

**JUDGE RAMOS**

**14 CV**

**7810**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

OOCL (USA) INC.,

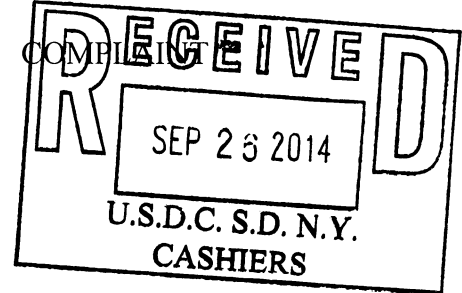
Plaintiff,

-against-

CLASSIC LOGISTICS INC. and ADVANCED  
INTERNATIONAL FREIGHT, INC.,

Defendants.

14 Civ.



Plaintiff OOCL (USA) INC., by its undersigned attorneys, as and for its complaint against defendants CLASSIC LOGISTICS INC. and ADVANCED INTERNATIONAL FREIGHT, INC. alleges as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Venue is proper in this judicial district as a substantial part of the events or omissions giving rise to the claim occurred herein.
3. Plaintiff OOCL (USA) INC. is a corporation incorporated under the laws of the State of New York with a principal place of business at 88 Pine Street, New York, New York.
4. Plaintiff is, and at all relevant times was, the agent of Orient Overseas Container Line Ltd. ("OOCL").
5. Upon information and belief, defendant CLASSIC LOGISTICS INC. ("CLI") is, and at all relevant times was, a corporation organized and existing under the laws of the State of New York, with its principal place of business at 230-79 International Airport Center Blvd., Building 4, Suite 255, Jamaica, New York.

6. Upon information and belief, defendant CLI is, and at all relevant times was, in the business of arranging the international transport of freight on behalf of, and providing related services to, its principals, agents and customers.

7. Upon information and belief, defendant ADVANCED INTERNATIONAL FREIGHT, INC. (“AIF”) is, and at all relevant times was, a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at 385 Sylvan Avenue, Suite 15, Englewood Cliffs, New Jersey.

8. Upon information and belief, defendant AIF is, and at all relevant times was, in the business of arranging the international transport of freight on behalf of, and providing related services to, its principals, agents and customers.

9. For the benefit of defendant CLI, Plaintiff provided and/or arranged transportation of ocean container OOLU8364808 and related work, materials, labor and/or services at an agreed upon price pursuant to agreements and tariffs set forth, and incorporated by reference, in Plaintiff’s ocean bill of lading OOLU2523992360 (the “Master Bills of Lading”) annexed hereto as Exhibit A.

10. In connection with the transportation and related work, materials, labor and/or services provided under the Bill of Lading, Plaintiff issued to defendant CLI invoice 3805388386 (the “Invoice”) annexed hereto as Exhibit B.

11. The total amount due and owing to Plaintiff under the Invoice is \$42,419.00.

12. Plaintiff brings this action on its own behalf and as agent for OOCL, and any other party with an interest in the subject matter hereof and has fulfilled all conditions precedent.

### **FIRST CLAIM**

13. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 12 hereof.

14. Defendant CLI is, and at all relevant times, was contractually obligated to pay for the transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff in connection with the Bill of Lading.

15. Defendant CLI has failed and refused to pay as agreed for the aforementioned transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff.

16. Plaintiff has duly performed all of its contractual duties and obligations.

17. By reason of defendant CLI's breach of contract, defendant CLI is liable to Plaintiff in the amount of \$42,419.00, plus interest, attorneys' fees and costs.

### **SECOND CLAIM**

18. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 17 hereof.

19. Upon information and belief, defendant CLI received and retained a statement of account and the aforementioned Invoice without objection.

20. Upon information and belief, the defendant CLI had an account stated with Plaintiff.

21. Despite due demand, the sum of \$42,419.00 is now due, owing and unpaid on said account.

22. By reason of the foregoing, defendant CLI is liable to Plaintiff in the amount of \$42,419.00, plus interest, attorneys' fees and costs.

### **THIRD CLAIM**

23. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 22 hereof.

24. Plaintiff provided valuable work, labor, materials and services for the benefit of defendant CLI in connection with the aforementioned Bill of Lading.

25. Defendant CLI had knowledge of and accepted the benefit of the work, materials, labor and services performed by the Plaintiff on defendant CLI's behalf.

26. Defendant CLI was unjustly enriched by its failure and refusal to pay as agreed for such work, labor, materials and services.

27. By reason of the foregoing, the defendant CLI is liable to Plaintiff in the amount of \$42,419.00, plus interest, attorneys' fees and costs.

### **FOURTH CLAIM**

28. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 27 hereof.

29. Non-party Globex Logistics Ltd. issued defendant AIF's bills of lading CGHJ-04686 and CGHJ-04687 for ocean container OOLU8364808 annexed hereto as Exhibit C (the "House Bills of Lading").

30. Defendant AIF was the consignee and the notify party on the House Bills of Lading.

31. Upon information and belief, defendant AIF owned or was entitled to the goods in ocean container OOLU8364808 (the "Container").

32. Upon information and belief, defendant AIF acted on behalf of the person or entity that owned or was entitled to the goods in Container (the "Goods").

33. Upon information and belief, defendant AIF was the receiver of the Goods.

34. Upon information and belief, defendant AIF was agent for the receiver of the Goods.

35. Upon information and belief, defendant AIF was the transferee of the Goods.

36. Upon information and belief, defendant AIF was agent for the transferee of the Goods.

37. Based on the foregoing, defendant AIF was a "Merchant" pursuant to agreements and tariffs set forth, and incorporated by reference, in Plaintiff's Master Bill of Lading.

38. Pursuant to agreements and tariffs set forth, and incorporated by reference, in Plaintiff's Master Bill of Lading, a Merchant shall be and remain jointly and severally responsible for all freight and charges due under this Bill of Lading, applicable tariffs and/or contracts together with any court costs, expenses and reasonable attorney fees incurred in collecting any sums due to Plaintiff.

39. Defendant AIF is, and at all relevant times, was contractually obligated to pay for the transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff in connection with the Bill of Lading.

40. Defendant AIF has failed and refused to pay as agreed for the aforementioned transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff.

41. By reason of defendant AIF's breach of contract, defendant AIF is liable to Plaintiff in the amount of \$42,419.00, plus interest, attorneys' fees and costs.

### **FIFTH CLAIM**

42. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 41 hereof.

43. Plaintiff provided valuable work, labor, materials and services for the benefit of defendant AIF in connection with the aforementioned Bill of Lading.

44. Defendant AIF had knowledge of and accepted the benefit of the work, materials, labor and services performed by the Plaintiff on defendant AIF's behalf.

45. Defendant AIF was unjustly enriched by its failure and refusal to pay as agreed for such work, labor, materials and services.

46. By reason of the foregoing, the defendant AIF is liable to Plaintiff in the amount of \$42,419.00, plus interest, attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment:

(1) on its First Claim, against defendant CLASSIC LOGISTICS INC. in the amount of \$42,419.00, plus interest, attorneys' fees and costs;

(2) on its Second Claim, against defendant CLASSIC LOGISTICS INC. in the amount of \$42,419.00, plus interest, attorneys' fees and costs;

(3) on its Third Claim, against defendant CLASSIC LOGISTICS INC. in the amount of \$42,419.00, plus interest, attorneys' fees and costs;

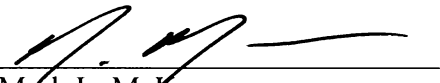
(4) on its Fourth Claim, against defendant ADVANCED INTERNATIONAL FREIGHT, INC. in the amount of \$42,419.00, plus interest, attorneys' fees and costs;

(5) on its Fifth Claim, against defendant ADVANCED INTERNATIONAL FREIGHT, INC. in the amount of \$42,419.00, plus interest, attorneys' fees and costs; and,

(6) for the costs and disbursements, including reasonable attorneys' fees, of this action, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
September 25, 2014

THE LAW OFFICES OF MARK MCKEW, PLLC  
*Attorneys for Plaintiff*

By:   
Mark L. McKew  
1725 York Ave., Suite 29A  
New York, New York 10128  
Email: mmckew@mckewnylaw.com  
Tel: (212) 876-6783  
Fax: (646) 478-9090

# EXHIBIT

A





PAGE: 2 OF 2

VESSEL: OOCL OAKLAND

COPY NON NEGOTIABLE  
VOYAGE: 030 E

BILL OF LADING NO. OOLU2523992360

CNTR. NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			CARTONS ONLY READYMADE GARMENTS. MENS R/V-NECK S/SLV TEE, 100% COMBED COTTON S/J 160 GSM. STYLE: DLXR-100, DLXV-100 TTL QUANTITY : 4350 DZNS HARMONIZED NO: 610910 INV. NO : MKFL/153/MCI/2012 DT.: 17-05-2012 EXP NO: 0001/01847/2012 DT.: 20.05.2012 L/C NO.: IMP00313203 DT.: 19.04.2012 THIS OB/L HAS BEEN ISSUED AGAINST HB/L NO: CGSJ-04686 & CGSJ-04687 FREIGHT COLLECT HS CODE:610910  THIS BL ISSUED AGAINST HBL#CGSJ-04686 & CGSJ-04687, CARGO TO BE RELEASED AGAINST MBL AT POL AND BANK ENDORSED HBL AT DESTINATION. CARGO TO BE RELEASED AGAINST MBL AT POL AND BANK ENDORSED HBL AT DESTINATION. THIS IS APPLICABLE WHEN HBL CONSIGNED TO BENEFICIARY BANK.		
TOTAL:	784 CARTONS			13863.000KGS	62.810CBM
OCEAN FREIGHT COLLECT TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 1 CONTAINER(S)/PACKAGE(S) DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO. SHIPPER LOAD AND COUNT, CONTAINER(S) SEALED BY SHIPPER SI RECEIVED TIME:05/29/2012 04:52 PM BL NO:OOLU2523992360 OCEAN FREIGHT PAYABLE AT:DESTINATION B/L TYPE:TELEX RELEASE  <C (718) 244-0822					

SIGNED CONTINENTAL TRADERS (BD) LTD  
BY:

, as agent for


ORIENT OVERSEAS CONTAINER  
LINE LIMITED ,AS CARRIER

OOCL000002

# EXHIBIT


## B

ORIGINAL

 <b>We take it personally</b>		<b>OOCL (USA) Inc</b> As Agent For Orient Overseas Container Line Limited <b>INVOICE</b>		PAGE NO. : 1 DEBIT NOTE NO. : 380 5388386 ISSUE DATE : 6 Feb 2013 DUE DATE : 6 Feb 2013									
<b>INVOICE TO</b> Classic Logistics Inc. 230-79 Int'l Center Blvd. #255 Jamaica, NY - 11413 United States		<b>CUSTOMER ID</b> 6873899000	<b>OFFICE OF ISSUE</b> New York		<b>BILL OF LADING NO.</b> 2523992360								
		<b>SHIP TO / BY</b> Classic Logistics Inc.	<b>PLACE OF RECEIPT</b> Chittagong		<b>PORT OF LOADING</b> Chittagong								
			<b>PORT OF DISCHARGE</b> New York		<b>FINAL DESTINATION</b> New York								
			<b>VESSEL VOYAGE BOUND</b> OOCL OAKLAND 30E21		<b>ARRIVED / DEPARTED</b> 26 Jun 2012								
<b>REFERENCE</b>													
<b>DESCRIPTION</b> <table border="0"> <tr> <td><u>Container/s</u></td> <td><u>Description</u></td> <td><u>Total weight</u></td> <td><u>Measurement</u></td> </tr> <tr> <td>OOLU8364808 40HQ</td> <td>           59            (FIFTY NINE) CARTONS ONLY            READYMADE GARMENTS.            MEN'S S/S R-NECK T-SHIRT            100% COTON S/J 200 GSM            STYLE: DLXR-100            TTL QUANTITY : 4236 PCS/353 DZ         </td> <td>13863.000 KG</td> <td>62.810 CBM</td> </tr> </table>						<u>Container/s</u>	<u>Description</u>	<u>Total weight</u>	<u>Measurement</u>	OOLU8364808 40HQ	59 (FIFTY NINE) CARTONS ONLY READYMADE GARMENTS. MEN'S S/S R-NECK T-SHIRT 100% COTON S/J 200 GSM STYLE: DLXR-100 TTL QUANTITY : 4236 PCS/353 DZ	13863.000 KG	62.810 CBM
<u>Container/s</u>	<u>Description</u>	<u>Total weight</u>	<u>Measurement</u>										
OOLU8364808 40HQ	59 (FIFTY NINE) CARTONS ONLY READYMADE GARMENTS. MEN'S S/S R-NECK T-SHIRT 100% COTON S/J 200 GSM STYLE: DLXR-100 TTL QUANTITY : 4236 PCS/353 DZ	13863.000 KG	62.810 CBM										
And more descriptions...													
<b>CHARGE DESCRIPTION</b>	<b>BASIS</b>	<b>RATE</b>	<b>CUR</b>	<b>EXTENDED VALUE</b>	<b>EXCHANGE RATE</b>	<b>AMOUNT IN USD</b>							
DEPOT STORAGE			USD	70181.00	1.00000	70,181.00							
<b>AMOUNT DUE</b>						70,181.00							
<i>Balance</i>						<i>\$42,419.00</i>							
<b>REMARKS</b> Other correspondence/disputes, please send to: OOCL - Finance & Accounting 801 Warrenville Road, Suite 300, Lisle, IL 60532													
<b>CUSTOMER</b> 6873899000 Classic Logistics Inc.		<b>MAILING ADDRESS</b> Mail check to: OOCL (USA) Inc 88 Pine St., 8th Fl Wall Street Plaza New York, NY 10005 Tel : (1) 212-4282200 Fax : (1) 212-3443430			<b>BANK REMITTANCE TO</b> The HSBC Bank USA 1 HSBC Center Buffalo, NY 14203 Credit A/C of : Orient Overseas Container Line, Ltd. Account No. 000-127205 ABA Routing 022000020 for ACH ABA # 021001088 Wire Transfer								
<b>OFFICE</b> New York													
<b>DEBIT NOTE NO.</b> 380 5388386													
<b>BL NUMBER</b> 2523992360		<b>AMOUNT DUE</b> → <b>USD 70,181.00</b>											
Invoice Issued As Agent For Orient Overseas Container Line Limited To be paid by due date on the invoice													

OOCL000003

ORIGINAL

 <b>We take it personally</b>	<b>OOCL (USA) Inc</b> <b>As Agent For Orient Overseas Container Line Limited</b> <b>INVOICE</b>	PAGE NO. : 2 DEBIT NOTE NO. : 380 5350936 ISSUE DATE : 7 Jan 2013 DUE DATE : 7 Jan 2013
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OOCL INBOUND DEMURRAGE NOTICE Issue Date: January 7 2013  
Enquiry Date: January 7 2013

SUBJECT : Details of Demurrage charges incurred for containers in use.

Bill of Lading - 2523992360  
=====

CONTAINER	SIZE	PKUPLOC	RETNLOC	FREEDAYS	OVERDUE	RULE REF	RATE REF
OOLU8364808	40HQ	NYC11	NYC11	4 days(w)	15 days	Rule-1	TierRate-1

DEMURRAGE DATES AND CHARGES DETAILS

CONTAINER	FREETM	FREE TIME	AVAIL	GATEOUT	CLOCK END	INVOICE	SURCHARGES
	START	EXPIRY	DATE	DATE	DATE - (REF)	AMOUNT	
OOLU8364808	29Jun12	05Jul12 23:59	27Jun12	20Jul12	20Jul12 (1)	USD 3,302.00	No data

Total Charges : USD 3,302.00  
Total Surcharges : No data  
Total Amount Due : USD 3,302.00

CLOCK END DATE REFERENCE  
(1) : Event date; (2) : Interim Charge date; (3) : Adjustment date

LOCATION REFERENCES  
NYC11 : Global Term. & Container Serv., Inc.

RULE REFERENCES  
1: Free time for Demurrage starts  
1 working day(s) after Vessel Complete Discharge

RATE TIER REFERENCES  
TierRate-1  
Tier Rate Type: tierRate  
5 - 9 days,USD 168.00 (per container / day)  
>= 10 days,USD 331.00 (per container / day)  
1 - 4 days,USD 119.00 (per container / day)

Please contact OOCL Customer Service for further information

OOCL000004

# EXHIBIT

C





## CLASSIC LOGISTICS

BILL OF LADING B/L No. CGSJ - 04686

(Continued from Reverse Side)

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

Shipper / Exporter (Complete Name &amp; Address)

LIFE TEXTILE (PVT.) LTD.  
69-71, BSCIC INDUSTRIAL ESTATE  
KONABARI, GAZIPUR, BANGLADESH.  
A/C: MAPLE LOGISTICS SERVICES LTD.

Document No.

CGSJ- 04686

Export References

INV. NO : LTL/MCI/46/2012

DT.: 20-05-2012

EXP NO: 3054-00198-2012

DT.: 20.05.2012

L/C NO.: IMP00313111

DT.: 21.03.2012

Consignee (Complete Name &amp; Address)

ADVANCE INTERNATIONAL FREIGHT, INC.  
385 SYLVAN AVENUE, SUITE #15  
ENGLEWOOD CLIFFS, NJ 07632  
TEL: 201-567-5781, FAX: 201-567-5783

Forwarding Agent - Reference

GLOBEX LOGISTICS

NIREPOL CONCORD, UNIT- 3/A, PLOT # 3, ROAD# 06,  
SECTOR-01 UTTARA, DHAKA, BANGLADESH.

Point &amp; Country of Origin

BANGLADESH

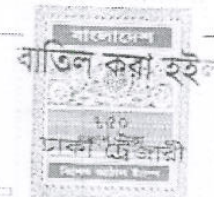
Notify Party (Complete Name &amp; Address)

ADVANCE INTERNATIONAL FREIGHT, INC.  
385 SYLVAN AVENUE, SUITE # 15  
ENGLEWOOD CLIFFS, NJ 07632  
TEL: 201-567-5781, FAX: 201-567-5783

Domestic Routing / Export Instructions

SURRENDERED

ORIGINAL



Place of Receipt

CHITTAGONG

Place of Delivery

NORDLAKE, V-124S

For Delivery Apply To

Classic Logistics, Inc.

230-79 International Center Blvd., Suite 255  
Jamaica, NY 11413

(718) 656-6421 - Fax: (718) 244-0822

Vessel

OOCL OAKLAND, V-030E

Port of Loading

CHITTAGONG

Port of Destination

NEW YORK, USA

Place of Discharge

NEW YORK, USA

## PARTICULARS FURNISHED BY SHIPPER

Marks & Numbers	No. of Pkgs.	Description of Packages & Goods	Gross Weight	Measurement
<b>MAIN MARK &amp; SHIPPING MARKS</b>  STYLE: DLXR-100 CTN MEAS: 52X37X37 CM CBM: 4.00	<b>59</b> (FIFTY NINE) CARTONS ONLY	<b>READYMADE GARMENTS.</b> MEN'S S/S R-NECK T-SHIRT 100% COTON S/J 200 GSM STYLE: DLXR-100 TTL QUANTITY: 4236 PCS/353 DZ HARMONIZED NO: 610910  <b>CONTAINER NO.</b> OOLU8364808 <b>SIZE</b> 40'HC <b>SEAL NO</b> BLM 1258 <b>QTY</b> 59 CTNS <b>MODE</b> CFS/CY	<b>1,239.00</b> KGS	<b>4.52</b> CBM
<b>SHIPPED ON BOARD MAY 29, 2012</b>				

Freight &amp; Charges:

Prepaid

Collect

FREIGHT COLLECT

IN ACCEPTING THIS BILL OF LADING, the Shipper, Consignee, Holder Insured and Owner of the goods, agree to be bound by all of its stipulations, exceptions and conditions, whether written, printed or stamped on the front or back hereof, as well as the provisions of the above Carrier's published Tariff Rules and Conditions, as fully as if they were all signed by such Shipper, Consignee, Holder or Owner.

IN WITNESS WHEREOF, three (3) Bills of Lading all of this tenor and date have been signed ONE which being accomplished, the others to stand void.

Classic Logistics, Inc.

GlobEx Logistics

BY

As Agents Only

Jahmin

MAY 29, 2012

Month

Day

As Agents

Year

Total Prepaid

Total Collect

OOCL000012

B/L No. CGSJ - 04687

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

DT.: 19.04.2012

SURRENDER

ORIGINAL

(718) 656-6421 - Fax: (718) 244-0822

Marks & Numbers	No. of Pkgs	Description of Packages & Goods	Gross Weight	Measurement
<b>MAIN MARK &amp; SHIPPING MARKS</b>  AS ATTACHED RIDER	725 (SEVEN HUNDRED TWENTY FIVE) CARTONS ONLY	READYMADE GARMENTS. MENS R/V-NECK S/SLV TEE, 100% COMBED COTTON S/J 160 GSM. STYLE: DLXR-100, DLXV-100 TTL QUANTITY : 4350 DZNS HARMONIZED NO:610910  CONTAINER NO. OOLU8364808    SIZE 40'HC    SEAL NO BLM 1258    QTY 725 CTNS    MODE CFS/CY	12,624.00 KGS   SHIPPED ON BOARD MAY 29, 2012	58.29 CBM

IN ACCEPTING THIS BILL OF LADING, the Shipper, Consignee, Holder Insured and Owner of the goods, agree to be bound by all of its stipulations, exceptions and conditions, whether written, printed or stamped on the front or back hereof, as well as the provisions of the above Carriers published Tariff Rules and Conditions, as fully as if they were all signed by such Shipper, Consignee, Holder or Owner.

IN WITNESS WHEREOF, three (3) Bills of Lading all of this tenor and date have been signed ONE which being accomplished, the others to stand void.

GlobEx Logistics

As Agents Only

As Agents

Year

Total Collect